

Plaintiffs' Exhibit 14  
(Part 2 of 2)

1 from Mr. Parise. Did you receive and review this  
2 report from Mr. Parise?

3 A. At some point, yes.

4 Q. Did you do anything in reaction to it, did you  
5 follow up in any way? Did you ask Mr. Bennett to  
6 address any of the issues that were raised by  
7 Mr. Parise, did you ask Mr. Schumann to address  
8 any of those issues?

9 A. I don't remember exactly when I received this in  
10 terms of what had already transpired.

11 Q. Can you tell me anything that you did in reaction  
12 to or in response to receiving this report?

13 A. I'd have to review the file.

14 Q. It would be reflected in the file? You don't  
15 remember offhand doing anything?

16 A. Correct.

17 Q. 565 is a letter to Mr. Parise from Dave Bennett.  
18 The last paragraph on the first page discusses  
19 the delivery of the dry cleaning to the Bordens  
20 and their indicating that it was not cleaned to  
21 their satisfaction. Then the last sentence says,  
22 "According to VIP Cleaners, these items have been  
23 cleaned according to industry standards and we  
24 disagree with the contention that they were not  
25 cleaned satisfactorily." Do you know whether at

1           this time Mr. Bennett had seen any of the clothes  
2           and personally inspected them?

3       A.   I do not.

4       Q.   Of course you never did, right?

5       A.   Correct.

6       Q.   You never spoke to the dry cleaners either, did  
7           you?

8       A.   Correct.

9       Q.   572, this is a letter from Mr. Bennett to Dr. and  
10          Mrs. Borden regarding the return of the two  
11          checks. Did you play any role in drafting this  
12          letter?

13      A.   Not that I can recall.

14      Q.   Did you recommend to Mr. Bennett that it be sent  
15          or did he do that on his own?

16      A.   I agree with his assessment. Whether I was  
17          involved in the decision making, I can't recall.

18      Q.   Do you remember advising Mr. Bennett that now  
19          that the two checks have been returned, we should  
20          send a letter to the insured?

21      A.   Again, I don't recall.

22      Q.   575, this is an e-mail from you to Dave Bennett.  
23          It says, "Let's outline the 2 month minimum is  
24          all we will pay for the contents storage in our  
25          payment letter." What does that mean?

1 temporary living, then certainly we would pay for  
2 storage.

3 Q. What is the two month number? What's so magic  
4 about that?

5 A. I don't recall.

6 Q. That was just your judgment at that time?

7 A. Again, I don't recall.

8 Q. On 579, this is a memo To File from Mr. Bennett  
9 that says that the Public Adjuster's dwelling  
10 estimate has been obtained and the estimate total  
11 of \$680,492.21. Did you get a copy of the  
12 estimate from Mr. Parise?

13 A. At some point I did, yes.

14 Q. What did you do when you obtained it?

15 A. I don't remember exactly when I obtained it, so  
16 in terms of putting it in the context of any  
17 e-mails that I might have had.

18 Q. Do you remember what you did? I mean, like I  
19 said, I can read the claim file.

20 A. Sure.

21 Q. But did you send it to somebody, did you talk to  
22 your supervisor about it?

23 A. Not that I can recall.

24 Q. You don't recall doing anything with it? Did you  
25 review it?

1 A. I would have reviewed it, yes.

2 Q. Did you reach any conclusions regarding its  
3 adequacy or whether you disagreed with any of the  
4 conclusions he reached?

5 A. Again, not being on site, I would have to rely on  
6 our experts to provide that information to us.

7 Q. So you weren't doing an independent assessment of  
8 whether Mr. Parise's estimate was more accurate  
9 than Mr. Schumann's estimate?

10 A. I certainly reviewed the estimate, but not being  
11 on site, it would be difficult to determine which  
12 is more accurate.

13 Q. On 583, this is a letter from the public adjuster  
14 to Mr. Bennett. Referring to the bottom of page  
15 one of that letter, which would be page 583, I'm  
16 going to read a couple sentences. "Your letter  
17 dated March 11, 2003 indicated that Visions  
18 Incorporated was in agreement with your estimate.  
19 After our joint inspection Mr. Seifert explained  
20 he originally thought Mr. Schumann's estimate was  
21 reasonable but after our joint inspection he  
22 couldn't repair the home or guarantee a smoke  
23 free home with the estimate as it is. I  
24 explained the," probably to, "Mr. Seifert the  
25 scope of repairs that I was proposing and he

1           agreed it was necessary to rid the home of  
2           smoke."

3                     Did you investigate that statement at  
4           all, and what I mean by that is investigate  
5           whether what Mr. Parise reported Visions  
6           Corporation said was true? You said you never  
7           talked to Mr. Seifert, right?

8       A.   Correct.

9       Q.   Did you talk to Dave Bennett about whether  
10       Visions Corporation, in fact, had told the public  
11       adjuster that now looking at it he couldn't rid  
12       the home of smoke for the amount that  
13       Mr. Schumann had estimated?

14      A.   I don't recall.

15      Q.   Do you agree that the goal is to rid the house of  
16       smoke and the smell of smoke?

17      A.   Yes.

18      Q.   That that would be necessary to put the house  
19       back in the condition it was in?

20      A.   Sure. There's restoration techniques that can be  
21       used, but yes.

22      Q.   But that's the goal or one of the goals?

23      A.   Sure, to put the insured back to preloss  
24       condition.

25      Q.   And that would include a smoke-free home,

1 correct?

2 A. Yes.

3 Q. Now, page 589 is an e-mail from Peter Reid to  
4 Dave Bennett copying you, and this discusses the  
5 appraisal. Why was Mr. Reid involved at this  
6 point?

7 A. I don't know.

8 Q. Did you get him involved?

9 A. I did not.

10 Q. Was Mr. Reid's approval necessary to move the  
11 case to appraisal?

12 A. The property loss manager would need to be  
13 involved in that sort of a decision, yes.

14 Q. He was the property loss manager at that time?

15 A. That is correct.

16 Q. But you didn't get him involved?

17 A. I did not.

18 Q. Had you been involved in cases that went to  
19 appraisal before, before this one?

20 A. Yes, I have been.

21 Q. How many?

22 A. One that I can think of. There might be more.

23 Q. Was Mr. Reid involved in any other aspect of this  
24 claim that you can recall other than approving  
25 the demand for appraisal?

1 Do you know that to be the case?

2 A. From reviewing the file, it appears that they  
3 did.

4 Q. Did you play a role at all in scheduling the  
5 meeting or determining what would be discussed at  
6 the meeting?

7 A. I did not.

8 Q. Did you learn anything about what occurred at the  
9 meeting other than Mr. Bennett's description of  
10 the meeting in his file note?

11 A. That's my understanding of the meeting, is based  
12 on the file material.

13 Q. Now, following that meeting, you will agree that  
14 Amica initiated the appraisal option; is that  
15 correct?

16 A. Correct.

17 Q. 603 is a letter from Mr. Bennett to the Bordens  
18 initiating the appraisal process, and that letter  
19 was actually reviewed by you before it went out;  
20 is that correct?

21 A. Correct.

22 Q. Now, why was it at this time that Amica chose to  
23 initiate the appraisal process rather than do  
24 something else such as getting another contractor  
25 to do an estimate of the loss?



1 A. I wasn't involved in this decision.

2 Q. Not in any way?

3 A. Correct.

4 Q. Do you know why the decision was made?

5 A. Other than the file materials.

6 Q. Okay. Nobody talked to you and said this is the  
7 reason we're invoking appraisal rather than doing  
8 anything else?

9 A. Other than the file materials.

10 Q. Did you make any recommendations regarding  
11 further activity in the file other than  
12 appraisal, such as retaining your own contractor  
13 to do your own estimate?

14 A. Not at this time, no.

15 Q. You didn't make that recommendation?

16 A. Not that I can recall.

17 Q. Do you know why it is that Amica initiated  
18 appraisal rather than asking the insured whether  
19 they wanted to initiate appraisal?

20 A. I don't. I wasn't involved in this decision.

21 Q. That decision was made by Peter Reid?

22 A. Correct.

23 Q. 609 is an e-mail from Dave Bennett to you  
24 regarding an insurance department complaint which  
25 had been made by the Bordens, correct?

1 A. I'm not sure what discussions Dave Bennett might  
2 have had with Dan Jones other than what's in the  
3 file.

4 Q. I have a couple of questions about the answer to  
5 the complaint and then we'll get you out of here.

6 MR. MURPHEY: Do you have a copy of the  
7 answer, Paul?

8 MR. GEER: I'm not sure. I don't think  
9 I do.

10 MR. MURPHEY: I do. I was just seeing  
11 if you had one that she could look at.

12 Q. Okay. May I come over here? This is a copy of  
13 the answer that has been filed in this complaint  
14 or in this lawsuit. Have you ever seen this  
15 document before?

16 A. I have.

17 Q. There are a series of defenses that are pleaded,  
18 and the First Affirmative Defense lists or  
19 recopies or sets forth some of the policy  
20 provisions, and the Second Affirmative Defense  
21 says that the plaintiffs failed to satisfy  
22 certain of these policy requirements. For  
23 example, it says that the Bordens failed to  
24 satisfy policy requirement 4A. 4A is that the  
25 insured has the duty to protect the property from

1 further damage. If repairs to the property are  
2 required, you must make reasonable and necessary  
3 repairs to protect the property.

4 Lisa, do you know how it is that the  
5 Bordens failed to comply with that policy  
6 requirement?

7 A. I'd want to review the file.

8 Q. Without reviewing the file, can you tell me how  
9 it is that the Bordens failed to comply with that  
10 policy requirement?

11 A. I do remember that there was an issue of mold in  
12 the basement. That was done as Dr. and Mrs.  
13 Borden did not make any additional efforts to  
14 protect their property from further damage.  
15 Again, I'm just going by memory.

16 Q. Okay. How was it that the Bordens didn't make  
17 any effort to protect their property?

18 A. There was mold, and the mold seemed to be  
19 expanding in its nature. I don't know what  
20 efforts Dr. and Mrs. Borden made to prevent mold  
21 from occurring and from spreading in the  
22 basement.

23 Q. But Brian Seifert was on scene with Visions  
24 Corporation; is that right?

25 A. To secure the residence, yes.

1 but I am entitled to ask you what information you  
2 have which would support the answers. If you  
3 can't think of them now or if you think that you  
4 would need to look at the file, that's fine, you  
5 can tell me that. But I am entitled to ask you  
6 these questions, and if you have an answer to  
7 them, you give me the answer as best you can.  
8 Okay?

9 THE DEPONENT: I understand.

10 MR. MURPHEY: Okay, good.

11 Q. You are familiar with the policy terms, correct?

12 A. Correct.

13 Q. That's part of your job, right?

14 A. Correct.

15 Q. Anyway, my last question was with respect to  
16 paragraph B5, which is the Borden's duty to  
17 cooperate with us in the investigation of the  
18 claim, and it's been pleaded here that they did  
19 not do that. Now, what is your knowledge of  
20 that, whether the Bordens, whether anything the  
21 Bordens did violated that policy requirement?

22 A. Again, I would want to review the file.

23 Q. You can't offer me anything without reviewing the  
24 file?

25 A. I don't want to speculate.

1 a proof of loss in this case?

2 A. I'd have to review the file, but I don't think  
3 so.

4 Q. Okay. I didn't see one in the file. Would that  
5 be a surprise to you if there was not a request  
6 for a sworn proof of loss?

7 A. No.

8 Q. Next, the 10th Affirmative Defense says that  
9 Amica undertook the task of attempting to  
10 determine the repair cost of the building by  
11 obtaining an estimate from John Schumann who  
12 wrote an estimate with minimal help, input or  
13 cooperation of the plaintiffs. My question to  
14 that is, with regard to the repair cost of the  
15 building, what input would be required of the  
16 Bordens and how would that input assist  
17 Mr. Schumann in evaluating the damage to the  
18 building?

19 A. I wasn't privy to discussions that John Schumann  
20 had with Dr. and Mrs. Borden regarding the  
21 condition of their home before the loss and after  
22 loss, so I wouldn't be able to answer that  
23 question.

24 Q. So you don't know?

25 A. Correct.

1 Q. In your experience as a property examiner, what  
2 role does a homeowner play with respect to  
3 estimates for repair of the building? I  
4 understand the role with respect to contents, but  
5 what about with repair of the building?

6 A. If there is some parts of the building that are  
7 damaged beyond recognition, we would need the  
8 input of the policyholder to determine exactly  
9 what was there before if it's not something that  
10 would be readily accessible.

11 Q. As we sit here today, do you know of any  
12 information that Mr. Schumann wanted from the  
13 Bordens with respect to the damage to the  
14 building that he was unable to get?

15 A. I'd have to review the file.

16 Q. So you don't know any off the top of your head?

17 A. I don't. I'd have to look at the file.

18 Q. The 40th Affirmative Defense says, "As of the  
19 date of the filing of this answer nearly a year  
20 and-a-half after the loss, Plaintiffs have not  
21 completed the repair or replacement of their  
22 home." I think I had asked you before, but now  
23 in the context of this defense, how does the  
24 plaintiffs' delay in repairing or replacing their  
25 home affect Amica's responsibilities under the

1 insurance policy?

2 A. The impact that would be present would be whether  
3 or not the holdback would be something that they  
4 would be entitled to.

5 Q. Okay. Is there anything else that you can think  
6 of?

7 A. I'd have to review the file.

8 Q. Finally, 41st Affirmative Defense says, "The  
9 claims, complaints and resulting damages alleged  
10 in the complaint were caused and contributed to  
11 by the Plaintiffs' failure to cooperate in  
12 Amica's investigation of loss and damage, failure  
13 to submit accurate timely claims and failure to  
14 comply with contractual provisions and  
15 requirements." Can you tell me in what ways the  
16 Bordens failed to cooperate in Amica's  
17 investigation of the loss and the damage?

18 A. Again, I'd want to review the file.

19 Q. Do you know whether the Bordens at any time  
20 submitted inaccurate claims?

21 A. In what context?

22 Q. Well, this is pleaded. It says failure to submit  
23 accurate timely claims. At some time did the  
24 Bordens submit inaccurate claims, that is, a  
25 claim overstating the amount of damage or

1 misstating?

2 A. The original estimate that was supplied by the  
3 public adjuster was not the final estimate in  
4 which a payment was issued. I'm not making any  
5 statements in terms of or not, but you had asked  
6 the questions in terms of was something claimed  
7 more that was not the same amount that ultimately  
8 the claim was resolved for. Again, I'd want to  
9 review the file in the context of those issues as  
10 well as inventory, et cetera.

11 Q. Okay.

12 A. I just don't know.

13 MR. MURPHEY: Okay. I don't have  
14 anything else for you, Lisa. Thank you very  
15 much.

16 MR. GEER: No questions. We'll read.

17 (The deposition of Lisa St. Onge  
18 concluded at 6:00 p.m.)  
19  
20  
21  
22  
23  
24  
25




1 STATE OF RHODE ISLAND  
2 ss. Providence, Rhode Island  
3 COUNTY OF PROVIDENCE

4 BE IT KNOWN that I, Kristen M. Bengtson,  
5 Shorthand Reporter and Notary Public, reported  
6 stenographically the foregoing deposition  
7 pursuant to notice at the time and place stated  
8 in the caption hereof; that I was then and there  
9 a Notary Public in and for the State of Rhode  
10 Island; that by virtue thereof I was authorized  
11 to administer an oath; that the witness before  
12 testifying was duly sworn to tell the truth, the  
13 whole truth and nothing but the truth; that the  
14 testimony of said witness was transcribed by me;  
15 that the foregoing contains a full, true and  
16 correct transcription of the notes of said  
17 deposition.

18 I FURTHER CERTIFY that a review of the  
19 deposition by deponent was requested, and a copy  
20 of the deposition transcript and signature and  
21 correction sheets were furnished to deponent (or  
22 to deponent through his/her counsel).

23 I FURTHER CERTIFY that I am not of counsel nor  
24 attorney for either or any of the parties to said  
25 action or otherwise interested in the event  
thereof, and that I am not related to either or  
any of the parties to said cause.

IN WITNESS WHEREOF I have hereunto subscribed  
my name and affixed my seal of office this 9th  
day of August, 2005.

20   
21 KRISTEN M. BENGTON, NOTARY PUBLIC  
22 CERTIFIED SHORTHAND REPORTER  
23 REGISTERED PROFESSIONAL REPORTER

24 MY COMMISSION EXPIRES:  
25 March 16, 2007